Sound Transit Bike Cage User Agreement

1. User Information

Name _____
First MI Last

Address _____
Street Apt #

_____
City State Zip Code

Phone _____
Home (include Area Code) Work (include Area Code)

E-mail address _____

Bike Cage location/Transit center: _____

2. Term. The term of this agreement is one year and becomes effective upon Sound Transit's signature. At the time of this agreement, Sound Transit's policy is to allow existing Bike Cage users in good standing to renew this agreement annually. Sound Transit reserves the right to change this policy. Sound Transit may send you a renewal notice, but it will be your responsibility to ensure that you renew before the end of the term of this agreement.

3. Annual Fee. The Bike Cage user fee is $50.00 per year and is nonrefundable.

4. Payment. Payment of the annual fee must be made by money order or by check made payable to "Sound Transit."

5. Eligibility. The Bike Cages are for use by people regularly using transit services of Sound Transit and its transit partners at the transit station where the Bike Cage is located. You may not be eligible to use a Bike Cage if Sound Transit terminated an agreement with you for misuse or abuse of Sound Transit bicycle parking in the past.

6. Permitted Use of Bike Cage. You may store one bicycle (including electric power-assisted bicycles of normal bicycle size) in the Bike Cage. You may not store gasoline-powered bicycles in the Bike Cage. You may not use the Bike Cage for any other purpose or storage of anything other than your bicycle and items related to your bicycle commute. You may not lease or rent Bike Cage use to someone else. You cannot share your unique access code with anyone else for their use. Bicycles can be stored in the Bike Cage up to 72 hours at a time; it is not for long-term bicycle parking. Bicycles left in a Bike Cage for more than 72 hours may be removed by Sound Transit.

7. Inspection by Sound Transit. Sound Transit has the right to inspect Bike Cages at any time without notice to ensure permitted use of the Bike Cage, for safety and security checks, and to gather information about the use of the Bike Cage.

8. Termination. Sound Transit may terminate this agreement at any time for any reason upon 30 days notice by mail or email to your addresses above. Sound Transit may terminate this agreement immediately if (1) there is an emergency; (2) law changes, safety or security require it; (3) it finds items in the Bike Cage other than those permitted in section 6, or the Bike Cage is destroyed or otherwise unavailable. Sound Transit will notify you promptly of an immediate termination. If this agreement is terminated for cause (for example, violation of section 6), you will not receive a pro rata refund of your

use fee. You may terminate this agreement at any time, but will not receive a pro rata refund of your use fee.

9. Vacating the Bike Cage. You must remove all of your belongings from the Bike Cage by the end of the term (if not renewed) or the effective date of termination. If Sound Transit terminated this agreement immediately for one of the reasons cited in section 8, Sound Transit has the right to empty the Bike Cage of your property stored and to cancel the door code. You will have 14 days from the post date or email date of Sound Transit's notice to pick up your stored property. If you do not claim the Bike Cage contents within this time, Sound Transit may dispose of the contents as unclaimed property in accordance with applicable state law.

10. Damages. You will be responsible for the cost of Bike Cage repair needed because of the misuse or abuse of the Bike Cage.

12. Notices. All notices to be provided to you under this agreement may be made by either regular or certified mail or email. You are responsible for notifying Sound Transit of a change of street or email address.

13. Liability Limits. While Bike Cages provide an additional level of security over our regular bicycle racks, they are not guaranteed to prevent theft or damage. Use of the Bike Cage is at your own risk. Sound Transit is not responsible for any loss or damage to your bicycle, and/or to any other items, left in the Bike Cage. You are responsible for securing your bicycle and its components.

I UNDERSTAND AND ACKNOWLEDGE MY RESPONSIBILITIES AND THE LIMITATIONS PLACED ON MY USE OF THE BIKE CAGE. I ALSO UNDERSTAND AND ACKNOWLEDGE SOUND TRANSIT'S RIGHTS AND LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT. AGREED:

_____

User Signature Date

_____

Sound Transit Date
Authorized Agent's Signature

Send to:
Sound Transit
Bicycle Program
401 S. Jackson Street
Seattle, WA 98104

TO BE COMPLETED BY SOUND TRANSIT:

_____

Facility Name

_____

Contract effective date

_____ _____

Expiration date Bike Cage code